

STATE OF INDIANA
COUNTY OF MARION

) IN THE MARION CIRCUIT COURT
) SS:
) AVC NO. 04-034

IN RE:

MARKIN CAMPER SALES AND
SECURITY STORM DOORS

Respondent.

FILED

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NOV 19 2004

Donna Anne Snodgrass
CLERK OF THE
MARION CIRCUIT COURT

ASSURANCE OF VOLUNTARY COMPLIANCE

The State of Indiana, by Attorney General Stephen Carter and Deputy Attorney General Justin G. Hazlett, and Respondent, Markin Camper Sales and Security Storm Doors, without admitting any violation of law, enter into this Assurance of Voluntary Compliance (Assurance), pursuant to Indiana Code § 24-5-0.5-7.

It is acknowledged that violation of this Assurance constitutes *prima facie* evidence of a deceptive act as defined by Indiana Code § 24-5-0.5-3. This Assurance is entered into without any adjudication of any issue of fact or law herein, and upon consent of the parties hereto.

It is hereby agreed that:

1. Respondent is a business engaged in home improvement work in Marion County, with a principal place of business at 4610 West Washington Street, Indianapolis, Indiana 46241.
2. The terms of this Assurance apply to and are binding upon Respondent, its employees, agents, representatives, successors, and assigns.
3. Respondent acknowledges the jurisdiction of the Consumer Protection Division of the Office of the Attorney General to investigate matters hereinafter described, pursuant to the authority of Indiana Code § 4-6-9-4 and Indiana Code § 24-5-0.5-1 *et seq.*

4. Respondent agrees, pursuant to Indiana Code § 24-5-11-10, in every home improvement transaction to provide a completed home improvement contract to the consumer before it is signed by the consumer. Respondent agrees that the contract must contain at a minimum the following:

- (a) The name of the consumer and the address of the residential property that is the subject of the home improvement;
- (b) The name and address of the home improvement supplier and each of the telephone numbers and names of any agent to whom consumer problems and inquiries can be directed;
- (c) The date the home improvement contract was submitted to the consumer and any time limitation on the consumer's acceptance of the home improvement contract;
- (d) A reasonably detailed description of the proposed home improvements;
- (e) If the description required by Indiana Code § 24-5-11-10(a)(4) does not include the specifications for the home improvement, a statement that the specifications will be provided to the consumer before commencing any work and that the home improvement contract is subject to the consumer's separate written and dated approval of the specifications;
- (f) The approximate starting and completion dates of the home improvements;
- (g) A statement of any contingencies that would materially change the approximate completion date;
- (h) The home improvement contract price; and
- (i) Signature lines for the home improvement supplier or the supplier's agent and for each consumer who is to be a party to the home improvement contract with a legibly printed or a typed version of that person's name placed directly after or below the signature.

5. Respondent agrees, pursuant to Indiana Code § 24-5-11-11, that before the consumer signs the home improvement contract and before the consumer can be required to

make a down payment, the Respondent must have agreed unequivocally by written signature to all of the terms of the home improvement contract.

6. Respondent agrees, pursuant to Indiana Code § 24-5-11-12, that it shall give a fully executed copy of the home improvement contract to the consumer immediately after the consumer signs it. The contract must also show the dates the Respondent and each consumer executed the contract.

7. Respondent, in soliciting and/or contracting with consumers, agrees to refrain from conducting any business activity in the State of Indiana unless those activities are in full compliance with the Home Improvement Contracts Act, Indiana Code § 24-5-11-1 *et seq.*

8. Respondent agrees to refrain from conducting any home improvements until it has first obtained all necessary licenses and building permits required by law.

9. Respondent agrees, pursuant to Indiana Code § 24-5-0.5-3(a)(10), that it will not represent, either orally or in writing, that it is able to deliver or complete the subject of the consumer transaction within a stated period of time, when it knows or should reasonably know it could not. If no time period has been stated by Respondent, it shall be presumed that it has represented that it will deliver or complete the subject of the consumer transaction within a reasonable time, according to the course of dealing or the usage of the trade.

10. Respondent, in soliciting and/or contracting with consumers, agrees to fully comply with the Deceptive Consumer Sales Act, Indiana Code § 24-5-0.5-1 *et seq.*

11. Upon execution of this Assurance, Respondent shall pay costs in the amount of Five Hundred Dollars (\$500.00) to the Office of the Attorney General.

12. Respondent shall not represent that the Office of the Attorney General approves or endorses its past or future business practices, or that execution of this Assurance constitutes such approval or endorsement.

13. Respondent shall fully cooperate with the Office of the Attorney General in the resolution of any future written complaints the Consumer Protection Division receives.

14. The Office of the Attorney General shall file this Assurance with the Circuit Court of Marion County. The Court's approval of this Assurance shall not act as a bar to any private right of action.

DATED this 19 day of November, 2004.

STATE OF INDIANA

RESPONDENT

STEPHEN CARTER
Attorney General of Indiana

MARKIN CAMPER SALES AND SECURITY
STORM DOORS

By: Justin G. Hazlett
Justin G. Hazlett
Deputy Attorney General
Atty. No. 22046-49
Office of Attorney General
302 W. Washington, 5th Floor
Indianapolis, Indiana 46204
Telephone: (317) 232-0167

By: Connie Hawkins
Connie Hawkins
4610 West Washington Street
Indianapolis, IN 46241

APPROVED AND ORDERED, this 19 day of November, 2004.

Theodore M. Sosin
Judge, Marion County Circuit Court